

KINGWOOD ADDITION

DEED RECORDS
VOL. 411 PAGE 304

MINIMUM RESTRICTIONS

5942

SECTION I: BLOCKS 1, 2, 3 and 4

SUBJECT: Minimum Restrictions on KINGWOOD ADDITION (That 20 acres of land in City Block 54 and the Samuel Marshall Survey and W. D. Hayter Survey, in Nacogdoches County, Texas.)

It is understood and agreed that in connection with the sale of the above described tract of land that the following minimum restrictions will apply:

KINGWOOD ADDITION does hereby create and establish the following protective covenants and conditions for building and for the use of ourselves and persons subsequently owning lots in said KINGWOOD ADDITION as is hereinafter stated:

1. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 4' x 8' advertising the property for sale or rent, or a sign used by the builder to advertise the property during the construction and sales period.
2. No lot shall be used except for residential purposes, nor shall any building be erected upon any lot nor shall any buildings be altered, placed or permitted to remain on any lot herein other than a single-family dwelling of new construction designed for owner occupancy, with either attached or detached private garage or carport.
3. No dwelling having a ground floor area of less than 1700 square feet of heated area, exclusive of garage, carport, utility and storage shall be built. One and one-half story house shall have a ground floor heated area of not less than 1500 square feet and the upstairs area shall be 50% of the ground floor heated area.
4. No more than one such residence shall be built on any one lot, as shown in survey plat of KINGWOOD ADDITION, nor shall said residence be closer to any inside property line than ten feet therefrom and no building located on said lots shall be closer to the nearest margin of any street than thirty-five feet, such thirty-five feet being the setback line from the back of the curb for the front of the house, twenty-five feet from the back of the curb for the non-fronting side of the house on corner lots, and twenty feet from the back property line.
5. No garage apartments may be built, nor shall any structure of a temporary character such as a trailer, tent, garage, barn, basement or any other outbuilding be used on any lot at any time for residential purposes, temporary or otherwise.
6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot therein except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

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7. No lot therein shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No noxious or offensive activities shall be carried on upon any lot therein, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. No building shall be erected, placed or latered on any lot until constructions plans and specifications showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials and location with respect to topography and finished grade elevation, nor may any fence or wall be erected, placed or latered on any lot nearer to the nearest margin of the drives on said subdivision than thirty feet unless approved by the committee. All roofs shall be hip or gable. Exterior walls of all houses shall be 80% brick veneer on the ground floor perimeter or some other exterior surface as shall be approved by the architectural control committee.

11. Each house as erected shall carry and sustain a water supply system to be connected to the water mains in said streets in accordance with the requirements of the City of Nacogdoches, and all such dwellings shall be equipped with a proper sewage disposal system, which such sewage disposal system shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Texas State Department of Health, and no such dwelling shall be built unless same contains the proper water and sewage disposal system.

12. No public streets may be opened on or across any of said lots, nor will any drives be created thereon other than private paved driveways for the purpose of serving the respective lot upon which a dwelling house is built, and not otherwise.

13. These covenants and conditions as are hereinbefore set forth are covenants to run with the land and shall be binding upon all of the parties hereto, and all persons claiming under them, for a period of thirty-five years from and after the first day of November, 1976, and all of said covenants and conditions shall thereafter be automatically extended for ten years, and thereafter for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in such KINGWOOD ADDITION has been recorded agreeing and consenting to change such covenants and conditions in whole or in part.

14. Enforcemtns of the protective covenants affecting 306) said conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, and invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

AGREED:

KINGWOOD ADDITION

By:

[Handwritten signature]

ACCEPTED:

PURCHASER

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Nacogdoches.....}

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared..... Ford Simpson Jr.,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of Nov., A.D. 1976

(L.S.)

[Handwritten signature]
Notary Public, Nacogdoches County, Texas

My Commission Expires June 1, 19.....

MARTIN Stationery Co., Dallas

FILED FOR RECORD
At 2:00 o'clock P.M.

STATE OF TEXAS
COUNTY OF NACOGDOCHES
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Nacogdoches County, Texas as stamped hereon by me, on

NOV 2 1976

[Handwritten signature]
County Clerk, Nacogdoches County, Texas
By _____ DEPUTY



NOV 9 1976

[Handwritten signature]
COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS

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FORD SIMPSON - N.A.R.E.A.
REAL ESTATE APPRAISER

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